#### AMENDMENT <u>#2</u> TO DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME:	"LANI HALE"	
PROJECT ADDRESS:	3632 Salt Lake Boulevard Honolulu, Hawaii 96818	
REGISTRATION NUMBER:	6099	
EFFECTIVE DATE OF REPORT:	October 29, 2007	
MUST BE READ TOGETHER WITH DEVELOPER'S PUBLIC REPORT DATED:	September 1, 2006 and Amendment #1 dated November 15, 2006	
DEVELOPER(S):	SLV, LLC, a Registered Hawaii Limited Liability Company	

#### **Preparation of this Amendment**

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

The law defines "pertinent change" to mean, as determined by the Commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by Sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has <u>not</u> been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

## Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

- Page 4, Section 1.4 Parking Stalls, Revised Exhibit "B"
- Page 5, Section 1.10 Limited Common Elements, Revised Exhibit "E"
- Page 10, Section 3.1 Declaration of Condominium Property Regime (revised page)
- Page 10, Section 3.3 Condominium Map (revised page referring to amended map)
- Page 11, Section 3.4 House Rules (revised page)

## Page (ii) TABLE OF CONTENTS showing additional exhibit:

- EXHIBIT T: Third Amendment of Declaration and First Amended Condominium Map
- EXHIBIT U: First Amendment of House Rules

#### Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the changes is and page number and or exhibit alphabet or number; additional pages may be used):

- Section 1.4 Parking Stalls, Revised Exhibit "B" (revised page 4 attached)
- 2. <u>Section 1.10 Limited Common Elements, Revised Exhibit "E" (revised page 5 attached)</u>
- 3. Section 3.1 Declaration of Condominium Property Regime (revised page 10 attached)
- 4. Section 3.3 Declaration of Condominium Map (revised page 11 attached)
- 5. Section 3.4 House Rules (revised page 11 attached):
- 6. Additional Exhibit shown as follows (revised page (ii) attached):

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#### **EXHIBIT T:** Third Amendment of Declaration

- To note Third Amendment of Declaration as follows:
  - B. Amending subparagraph 6(a) entitled, Parking Spaces
  - C. Amending subparagraph 2(d) entitled, Net Measurements
  - D. Amending paragraph 3 entitled, Condominium Map
  - E. All other declarations and provisions of said Declaration , as amended and, not inconsistent herewith, shall remain in full force and effect.

#### **EXHIBIT U:** First Amendment of House Rules

- To note First Amendment of House Rules adopted by Developers dated August 6, 2007
  - A. By amending paragraph 10.0. entitled, "<u>PETS"</u>
    - 10.1 <u>Permitted Pets; Exception</u>
    - 10.2 Damages by Pets; Responsibility and Liability of Owner
    - 10.3 No Commercial Breeding
    - 10.4 <u>Removal</u>

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Changes continued:			
В.	By amending paragraph 11.1 entitled, "Hazardous and Other Items".		
C.	All other House Rules, except as amended herein, shall remain in full force and effect.		

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violation of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

SLV, LLC, a Registered Hawaii Limited Liability Company Printed Name of Developer			
	Duly Authorized Signatory*	OCT 1 8 2007  Date	
	Jerry Young, Member-Manager Printed Name & Title of Person Signi	ng Above	
	Trining Hamo a Title of Foresti organi		
Distribution:			
Department of Finance,City and County of Honolulu			
Planning Department,	City and County of Honolulu		
*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.			

This material can be made available for individuals with special needs. Please call the Senior

Condominium Specialist at (808) 586-2643 to submit your request.

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#### 1.4 Parking Stalls

Total Parking Stalls in the Project:	17	
Number of Guest Stalls in the Project:	2	
Number of Parking Stalls Assigned to Each Unit:	1	
Attach Exhibit B specifying the Parking Stall number(s) assigned to each unit and the type of parking		
stall(s) (regular, compact or tandem and indicate whether covered or open).		
If the Developer has reserved any rights to assign or re-assign parking stalls, described such rights.		
See attached Revision of Exhibit "B"		

#### 1.5 Boundaries of the Units

Boundaries of the Unit:

The limits of the respective units are the entire living area contained within its perimeter walls and to the interior surface of the walls separating the units, and shall include pipes, wires, conduits, ducts or other utility lines running through the respective units.

#### 1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project):

Alterations of an apartment may be made with the approval of the Board of Directors and the written consent of the holders of all liens affecting the apartment.

#### 1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to
each unit. This interest is called the "common interest". It is used to determine each unit's share of the
maintenance fees and other common profits and expenses of the condominium project. It may also be
used for other purposes, including voting on matters requiring action by unit owners. The common
interest for each unit in this project, as described in Declaration is:
Described in Amended Exhibit <u>C</u> .
As follows:
See Amended Exhibit "C"

## 1.8 Recreational and Other Common Facilities (Check if applicable):

	Swimming pool
	Laundry Area
	Storage Area
	Tennis Court
	Recreation Area
	Trash Chute/Enclosure(s)
	Exercise Room
	Security Gate
	Playground
V	Other (describe): none

### 1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the
individual units and any other real estate for the benefit of unit owners. Although the common elements
are owned jointly by all unit owners, those portions of the common elements that are designated as
limited common elements (see Section 1.10 below) may be used only by those units to which they are
assigned. In addition to the common facilities described in Section 1.8 above, the common elements for
this project, as described in the Declaration, are set forth below.
and project as a first project and a first pro

Described in Exhibit \_ D\_.

Described as follows:

See Exhibit "D"

Common Element Number		
Elevators	0	
Stairways	1 stairway per each Building	
Trash Chutes	0	

#### 1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is
reserved for the exclusive use of one or more but fewer than all units in the project.
Described in Exhibit F

Described as follows:

See Revision of Exhibit "E"

## 1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

$\square$	Pets: None, except "guide dog" and such other as may be allowed by the association.
$\square$	Number of Occupants: No more than six (6) persons are allowed (see House Rules)
Ø	Other: See House Rules
	There are no special use restrictions

#### 1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit F describes the encumbrances against title contained in the title report described below:

Date of the title report: July 7, 2006

Company that issued the title report: First American Title Company

## 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

## 3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Date of Document Document Number

and Court or Bureau of	Date of Document	Document Number
Conveyances		
AND COURT	July 5, 2006	3450353

Amendments to Declaration of Condominium Property Regime			
Land Court or Bureau of	Date of Document	Document Number	
Conveyances			
Land Court – 1st Amendment	August 24, 2006	3472788	
Land Court – 2 <sup>nd</sup> Amendment	October 17, 2006	3500246	
Land Court – 3 <sup>rd</sup> Amendment	August 06, 2007	3641633	

#### 3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Units Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters that affect how the condominium project will be governed.

Conveyances	July 5, 2006 3450354	
Land Court or Bureau of Date of Document Document Number	Date of Document Document Number	

Amendments to Bylaws of the A	ssociation of Unit Owners		
Land Court of Bureau of	Date of Document	Document Number	
Conveyances			
Land Court – 1st Amendment	August 24, 2006	3472789	

#### 3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number

1838

Bureau of Conveyances Map Number

Dates of Recordation of Amendments to the Condominium Map:

Condo Map, 1<sup>st</sup> Amendment – recordation date of August 13, 2007

#### 3.4 House Rules

Bylaws

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:

Are Proposed

Have Been Adopted and Date of First Amendment

Developer does not plan to adopt House Rules

#### 3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document

Minimum Set by Law

This Condominium

Declaration

67%

75%

67%

67%

## 3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:
1. To grant, reserve or adjust easements for common or public purpose.
2. By attaching an "as built" statement of an architect or engineer after new construction.
3. The right to add to, delete from, and/or modify the Project or any part thereof, including the right to merge with other projects, or by adding later phases to the Project.

## 1.4 Parking Stalls (cont'd from page 4)

Total Parking Stalls in the Project:	17
Number of Guest Stalls in the Project:	2
Number of Parking Stalls Assigned to Each Unit:	1

If the Developer has reserved any rights to assign or re-assign parking stalls, described such rights.

The Developer reserves the right to grant, reserve or adjust easements for common or public purposes, and to amend this Declaration and (i) to record in said Bureau without the consent or joinder of any unit owner after completion of the buildings by attaching to the amended Declaration a statement of a registered architect or engineer stating that the Final Plans theretofore filed fully and actually depict the layout, location, unit numbers and dimensions of the dwellings, as built; (ii) record an exhibit listing the parking stalls and/or such other parts of the project which may be or have been, assigned to any apartment as a limited common element; and (iii) comply with requirements of certain mortgagees and governmental or other entities, including, but not limited to the granting of any easements for utility or other purposes which are for the use and benefit of this Project.

## EXHIBIT "B"

(Revised as of August 6, 2007)

### Parking Stalls:

Total Parking Stalls:

17

Total Larking Otalio.				
	Regular Covered Open	<u>Compact</u> <u>Covered</u> <u>Open</u>	<u>Tandem</u> <u>Covered</u> <u>Open</u>	TOTAL
Assigned (for each unit)	011	0 0	0	11
Bldg A – Unit 1	10	0 0	00	1
Bldg B – Unit 6	10	0 0	0 0	
Bldg D – Unit 14 (partially covered)	0.5 0.5	0 0	0	1
Bldg D – Unit 15	10	0 0	00	1
Guest	02	00	00	2
Unassigned	0 0	0 0	00	0
Extra for Purchase	0 0	00	00	0
Other: None		0		0
Total Covered & Open:	17	0	0	17

## 1.10 Limited Common Elements (cont'd from page 5)

<u>Common Elements</u>: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

### **EXHIBIT "E"**

(Revised as of August 6, 2007)

#### Described as follows:

The limited common elements and the apartments which use them, as described in the Declaration, are as follows: Each unit will have, as a limited common element, a portion of the parking space as follows:

Type/Unit No. Bldg A - 1	Assigned Parking Stall No. Parking No. 112 (covered)
2	Parking No. 108
3	Parking No. 107
4	Parking No. 106
Bldg B - 5	Parking No. 105
6	Parking No. 111 (covered)
7	Parking No. 103
8	Parking No. 102
Bldg C - 9	Parking No. 116
10	Parking No. 109
11	Parking No. 110
12	Parking No. 104
Bldg D - 14	Parking No. 114 (partially covered)
15	Parking No. 113 (covered)
16	Parking No. 101
Guest	Parking No. 115
Guest	Parking No. 117

3641633

LAND COURT SYSTEM

REGULAR SYSTEM

Return By:

8-13-07

Mail 🗌

Pickup 🗸

To:

VERNON T. TASHIMA Attorney-at-Law

PH: 521-2951

Total Pages: 04

TMK No. (1) 1-1-018:012

Reference: TCT No. 812,540

## THIRD AMENDMENT OF DECLARATION SUBMITTING PROPERTY TO THE CONDOMINIUM PROPERTY REGIME

## "LANI HALE"

Condominium Map No. 1838

#### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by a Declaration Submitting Property to the Condominium Property Regime, hereinafter called the "Declaration", dated July 5, 2006, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3450353, and noted on Transfer Certificate of Title No. 812,540, SLV, LLC, a Registered Hawaii Limited Liability Company, hereinafter called the "Developer", submitted the land and improvements therein described to the provisions of Chapter 514B, Hawaii Revised Statutes, as amended, and

WHEREAS, said Declaration was amended by a First Amendment of Declaration Submitting Property to the Condominium Property Regime dated August 24, 2006, and

WHEREAS, said Declaration was amended by a Second Amendment of Declaration Submitting Property to the Condominium Property Regime dated October 17, 2006, and

WHEREAS, said Developer desires to further amend the Declaration as hereinafter provided.

NOW, THEREFORE, said Developer declares as follows:

- A. That said Declaration is hereby amended:
  - 1. By amending subparagraph 6(a) entitled, <u>Parking Spaces</u>, to read, as follows:
    - a) Parking Spaces: Each unit will be assigned a parking space, as a limited common element to said unit. The assignments, and other pertinent information regarding the spaces are as shown on Exhibit "B", attached hereto and made a part hereof.

All limited common elements shall be maintained, repaired and kept in good order and condition by the owner or owners thereof. The Association will maintain any guest parking as a common element.

- 2. By amending subparagraph 2(d) entitled, <u>Net Measurements</u>, in its entirety to read, as follows:
  - "2(d) Net Measurements: Gross/Net: The stated floor area of each unit in this project is the gross area based on exterior measurements, as shown on building plans that are in compliance with, and as approved by, our building codes. However, a "net" floor area of a unit is based on measurements between the interior surfaces of a unit's perimeter walls, and is slightly less than the area shown on such building plans.

Consequently, due to the different methods of determining floor areas, as stated herein, the net living area of each unit is approximately 560 square feet."

3. By amending paragraph 3 entitled, <u>Condominium Map</u>, by recording simultaneously with this Third Amendment of Declaration, a First Amended Map.

B. Except as amended herein, all other declarations and provisions of said Declaration, as amended and, not inconsistent herewith, shall remain in full force and effect. In the event of any inconsistency between prior amendments and this amendment, the latter shall control.

IN WITNESS WHEREOF, the Developer has executed this amendment this 676 day of August, 2007.

SLV, LLC, a Registered Hawaii Limited Liability Company

3y\_\_\_\_

JERRY YOUNG
Its Member

By

LARSEN M. LUKE

Its Member

"DEVELOPER"

STATE OF HAWAII CITY AND COUNTY OF HONOLULU	) ) SS. )
member of SLV, LLC, a Hawaii Limited 1	xn, who, being by me duly sown, did say that he is a Liability Company, and that the instrument was signed er acknowledged the instrument to be the free act and
	Notary Public, State of Hawaii
	Print Notary's Name: VERNON T. TASHTANA My commission expires: 9/26/2009
STATE OF HAWAII CITY AND COUNTY OF HONOLULU	) ) SS. )
On this 6 day of 20 LARSEN M. LUKE, to me personally knot a member of SLV, LLC, a Hawaii Limit	, 2007, before me appeared own, who, being by me duly sworn, did say that he is sed Liability Company, and that the instrument was ember acknowledged the instrument to be the free act
	Notary Public, State of Hawaii
	Print Notary's Name: VERNOW 7. Tastlema My commission expires: 9/26/2009

## LANI HALE

## PARKING ASSIGNMENTS (as of 5/28/07)

UNIT NO.	PARKING STALL
GUEST	<u>115</u>
GUEST	117
1	<u>112</u> (covered)
2	108
3	107
4	106
5	105
6	<u>111</u> (covered)
7	103
8	102
9	116
10	<u>109</u>
11	<u>110</u>
12	<u>104</u>
14	114 (partially cov'd)
15	<u>113</u> (covered)
16	101

EXHIBIT "T" Page 5 of 5

## CERTIFICATION OF LICENSED PROFESSIONAL ARCHITECT

EDWARD RESH, a Licensed Professional Architect, License No. 3239, in the State of Hawaii, certifies as follows:

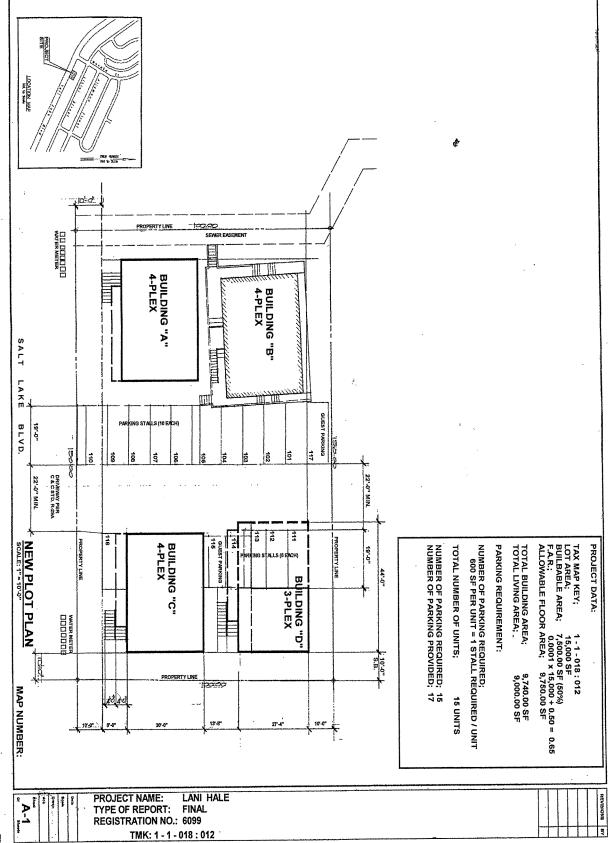
That Sheet Nos. A1 to A5, inclusive, marked "First Amended", to which this statement is attached, amend the similarly numbered sheets, respectively, of Condominium Map No. 1838, heretofore recorded in the Bureau of Conveyances, State of Hawaii, and are consistent with the plans of the condominium buildings for the condominium project known as "LANI HALE", located at 3632 Salt Lake Boulevard, Honolulu, Hawaii 96818, and filed with the government official having jurisdiction over the issuance of permits for the construction of buildings in the City and County of Honolulu, State of Hawaii; and, to the best of my knowledge, said condominium map, as amended, depicts the layout, location, dimensions and numbers of the units substantially as built.

DATED: HONOLULU, HAWAII, SEPT. 1, 2007

ENWAND PESSA

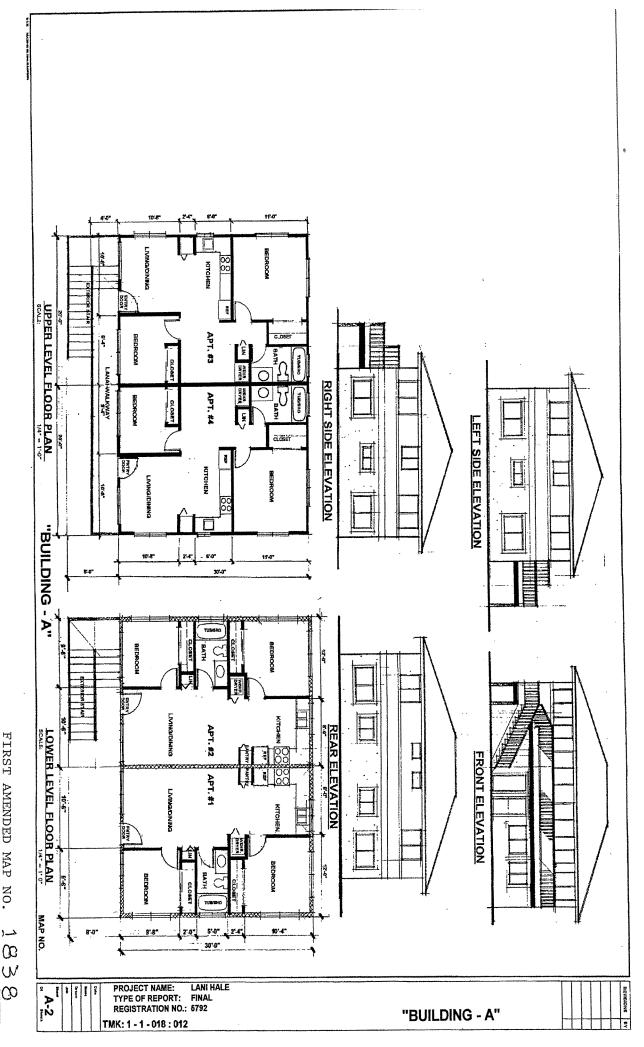
EDWARD RESH

Licensed Professional Architect

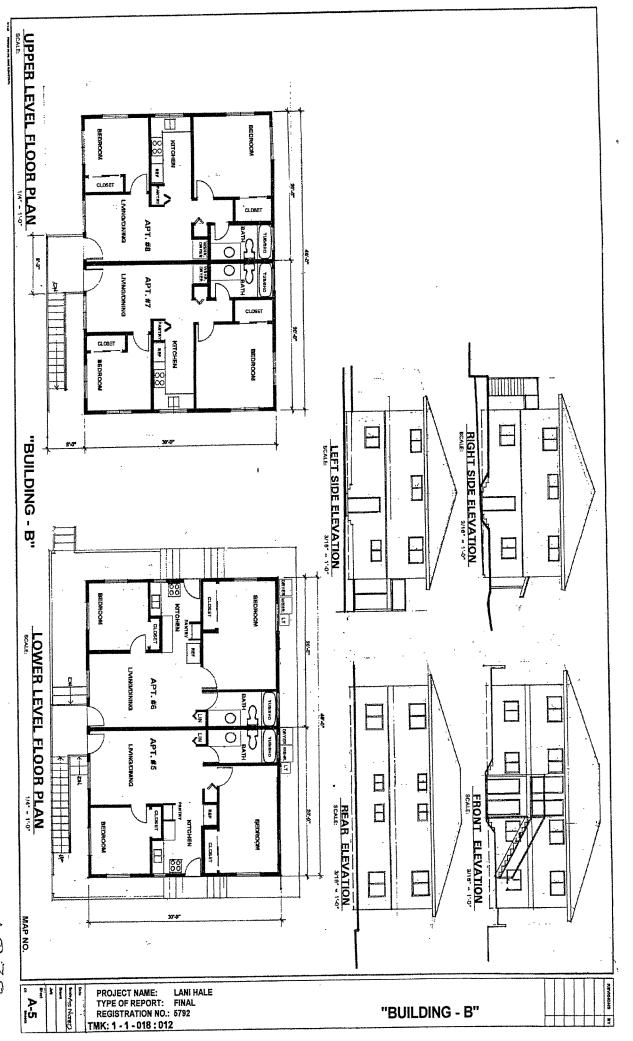


FIRST AMENDED MAP NO.

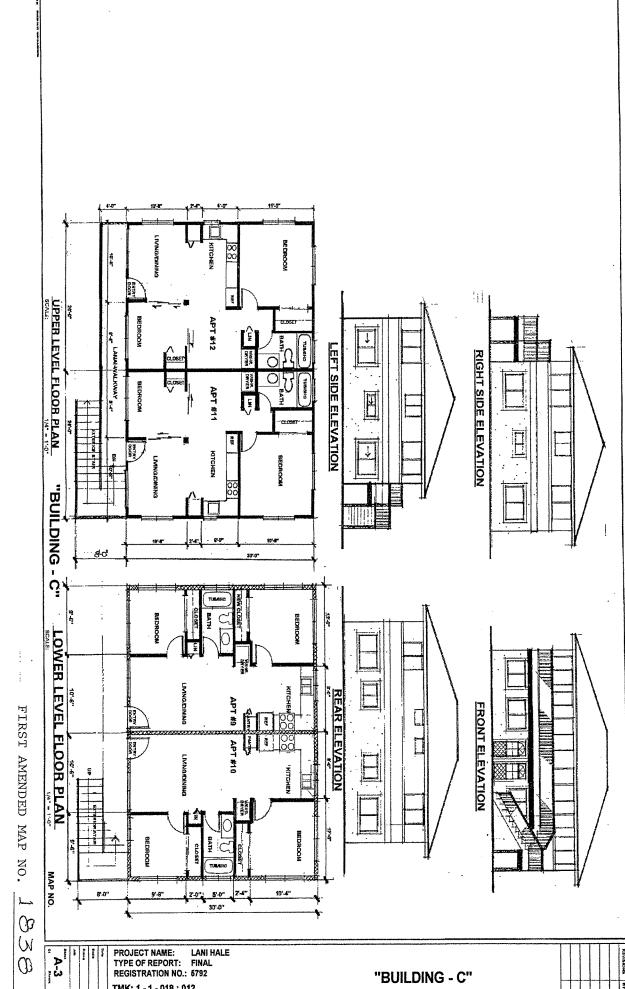
1838

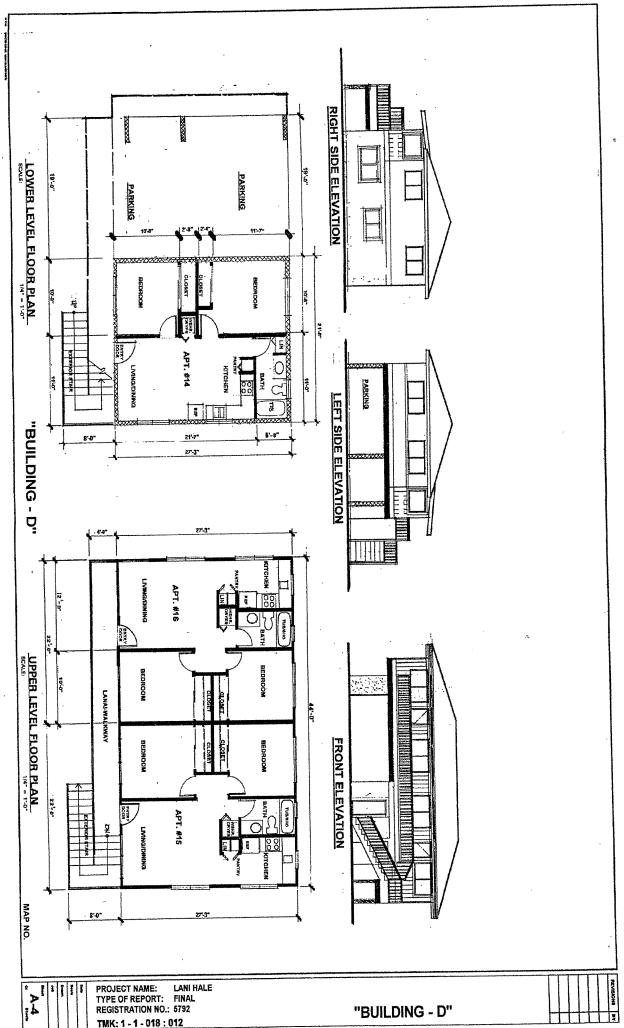


FIRST AMENDED MAP NO.  $\mathfrak{D}$ W



FIRST AMENDED MAP NO. 1838





FIRST AMENDED MAP NO. 1838

# FIRST AMENDMENT OF HOUSE RULES OF "LANI HALE"

The House Rules of Lani Hale adopted on July 31, 2006, are hereby amended, as follows:

- 1. By amending paragraph 10.0. entitled, <u>PETS</u>, to read, as follows:
  - "10.1. Permitted Pets; Exception. Occupants of the Project are permitted to keep any such pets as are approved, in kind and number, by the Board and subject to conditions hereinafter stated; provided, however, that in no event shall any occupant be allowed to keep, or be brought onto the premises, any animal that is, by law, prohibited entry into, or to be kept, within the State of Hawaii, and the following dog breeds:

Pitbull; German shepherd; Rotweiller; Doberman; Chow; and any mixes of breeds thereof.

The weight of any allowed pet shall not exceed twenty (20) pounds.

Any provision to the contrary notwithstanding, any pet that the Developer had approved, prior to this amendment, may be kept by the owner thereof.

- 10.2 Damages by Pets; Responsibility and Liability of Owner:
  - 10.2(a) The owner of an allowed pet shall indemnify, hold-harmless and defend the Developer, property manager or management company, from any and all claims, cost and expenses, arising out of, or made in connection with, any damages or injuries caused by said pet.
  - 10.2(b) Any damage to the exterior or interior of the premises, including, without limitation, grounds, floors, walls, trim; finish tiles, carpeting or any stairs, caused by the pet will be the full responsibility of the pet owner. The pet owner shall pay for all costs involved in the restoration of damages, caused by the pet, to its original condition, including the replacement of any damaged item.
- 10.3 <u>No Commercial Breeding</u>. No occupant having an approved pet shall keep, breed, or use it for any commercial purpose.
- 10.4 <u>Removal</u>. Any pet allowed to be kept, which causes a nuisance or unreasonable disturbance to any other legal occupant of the Project, shall be permanently removed within five (5) days after written notice thereof is given by the Board."

- 2. By amending paragraph 11.1 entitled, "<u>Hazardous and Other Items</u>", by deleting the words "or air conditioning apparatus" appearing on the second line thereof.
- 3. All other House Rules, except as amended herein, shall remain in full force and effect.

SLV, LLC

a Registered Hawaii Limited Liability Company

JERRY YOUNG

Its Member

LARSEN M. LUKE

Its Member

"DEVELOPER"